

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL 2724
16-MD-2724
HON. CYNTHIA M. RUFFE

THIS DOCUMENT RELATES TO:

Harris County, 20-cv-02296-CMR

ORDER

AND NOW, this 7th day of July 2020, upon consideration of the attached Joint Stipulation between Plaintiff Harris County, on the one hand, and Defendants Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., Par Pharmaceutical Companies, Inc., and Par Pharmaceutical, Inc., on the other hand, it is hereby **ORDERED** that Plaintiff Harris County's claims against Endo International PLC, Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. are dismissed without prejudice. It is further **ORDERED** that any and all applicable limitations, laches or repose periods that may apply to Plaintiff's claims against Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. are tolled from March 1, 2020 until the earlier of (a) the deadline established by this Court for Plaintiff to further amend its First Amended Complaint, or (b) July 1, 2020.

It is so **ORDERED**.

BY THE COURT:
/s/ Cynthia M. Rufe

The Honorable Cynthia M. Rufe
United States District Judge

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JOINT STIPULATION

WHEREAS, Plaintiff Harris County filed a complaint on March 1, 2020, in the action *Harris County v. Teva Pharmaceuticals USA, Inc. et al.*, Case No. 20-cv-00733, in the Southern District of Texas (the “Action”), against various Defendants including Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., Par Pharmaceutical Companies, Inc., and Par Pharmaceutical, Inc. (collectively, the “Endo/Par Defendants,” and together with Harris County, the “Parties”);

WHEREAS, the Action was transferred by the United States Judicial Panel on Multidistrict Litigation on April 7, 2020 to the Eastern District of Pennsylvania, assigned Case No. 20-cv-02296-CMR, and centralized for pretrial proceedings as part of *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 16-md-2724-CMR, MDL No. 2724;

WHEREAS, Plaintiff filed a First Amended Complaint on May 15, 2020, in Case No. 20-cv-02296-CMR, against various Defendants including the Endo/Par Defendants;

WHEREAS, the Endo/Par Defendants deny Plaintiff’s allegations;

WHEREAS, Plaintiff continues to investigate potential collusive conduct as alleged in the First Amended Complaint, including whether Endo Health Solutions Inc., Endo International

plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. participated in or are responsible for any collusive conduct alleged in the First Amended Complaint, but Plaintiff is willing to take additional time to determine whether such claims should be asserted against those entities;

WHEREAS, counsel for the Endo/Par Defendants has represented that Par Pharmaceutical, Inc. is the proper entity to be named in the Action;

WHEREAS, the Parties have agreed to suspend and toll as of the date of the filing of the Action (March 1, 2020) any and all applicable limitations, laches, or repose periods that may apply to Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. with respect to the Action (the “Limitations Period”);

WHEREAS, with such protection against the statute of limitations and related principles, Plaintiff shall move forward at this time only with respect to its claims against Par Pharmaceutical, Inc., and it will dismiss without prejudice its claims in the Action against Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned counsel, on behalf of their respective clients, as follows:

1. All Limitations Periods, including statutes of limitations, statutes of repose and laches that had not expired as of March 1, 2020 are hereby suspended, stayed, or tolled, with respect to the claims set forth in the First Amended Complaint against Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. Unless this Stipulation is extended by further agreement of the Parties, such tolling shall run from March 1, 2020 through the earlier of: (i) the deadline established by the MDL 2724

Court for Plaintiff to further amend its First Amended Complaint, or (ii) July 1, 2022 (the “Tolling Period”).

2. All claims against Endo Health Solutions Inc., Endo International plc, Endo Pharmaceuticals Inc., and Par Pharmaceutical Companies, Inc. are hereby dismissed without prejudice.

3. For purposes of the Action, Par Pharmaceutical, Inc. represents that it has possession, custody, or control of all existing documents and information related to the sale or marketing of generic medications in the United States by any of the Endo/Par Defendants.

4. Nothing in this Stipulation shall prevent any Party from commencing any civil action, arbitration, or proceeding against any other Party.

5. Other than as expressly provided, nothing in this Stipulation shall affect any claim or defense available to the Parties (including jurisdictional defenses), and this Stipulation shall not be deemed to revive any claim that is or was already barred as March 1, 2020. Nothing in this Stipulation, or the circumstances giving rise to the Stipulation, shall be construed as an acknowledgment by the Parties that a claim has or has not been barred by any applicable Limitations Period or any other defense, legal, equitable or otherwise, based upon the lapse or passage of time prior to execution of the Stipulation, or after the expiration of the Tolling Period. The Parties to this Stipulation hereby expressly reserve any and all claims, counterclaims, causes of action and defenses to the same which they may have, except as indicated above with respect to a defense based on any applicable Limitations Period. The Parties to this Stipulation hereby expressly reserve any and all rights with respect to party or third-party discovery in the Action.

6. The Parties agree that the doctrine of *contra proferentum* shall not apply and that this Stipulation shall not be construed against the Party that drafted it.

7. The Parties further agree that nothing contained in this Stipulation shall be considered, construed or deemed an admission of liability, fault or other wrongdoing by any Party, or an attempt to allocate liability or fault.

8. This Stipulation shall be binding upon and inure to the benefit of each of the Parties and their respective successors, assigns, affiliates, parents, subsidiaries, officers, directors, agents and other representatives.

9. This Stipulation shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its choice of law rules.

10. Each of the undersigned represents and warrants he or she is duly authorized to enter into this Stipulation and that each intends the Stipulation to be a valid and binding obligation, enforceable in accordance with its terms.

11. This Stipulation may be executed in multiple counterparts, and an electronically scanned (in either .pdf or .tiff format) signature will be considered an original signature for purposes of execution of this Stipulation. Each counterpart shall be deemed to be an original as against a Party whose signature appears thereon and all of which shall together constitute one and the same instrument.

12. This Stipulation contains the entire agreement of the Parties with respect to the issue of tolling any applicable Limitations Period.

13. Any amendment to this Stipulation (including any extension of this Stipulation or any Tolling Period) shall be invalid unless in writing, referencing this agreement, and signed by or on behalf of all Parties to which the amendment applies.

14. If any provision, covenant, condition or term of this Stipulation shall be held to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect

the remainder of this Stipulation. The invalid or unenforceable provision, covenant, condition or term shall be substituted by a provision, covenant, condition or term which, according to the Parties' intention, achieves to the nearest extent possible the same effect as would have been achieved by the invalid provision, covenant, condition or term.

IT IS SO STIPULATED.

Dated: July 6, 2020

**OFFICE OF HARRIS COUNTY
ATTORNEY, VINCE RYAN**

/s/ Vince Ryan
Vince Ryan
Harris County Attorney
Robert Soard
First Assistant Harris County Attorney
Terence L. O'Rourke
Special Assistant Harris County Attorney
Pegi S. Block
Assistant Harris County Attorney
Suzanne Bradley
Assistant Harris County Attorney
1019 Congress, 15th Floor
Houston, Texas 77002
Telephone: (713) 274-5121
Facsimile: (713) 437-4211
Vince.Ryan@cao.hctx.net
Robert.Soard@cao.hctx.net
Terence.ORourke@cao.hctx.net
Pegi.Block@cao.hctx.net
Suzanne.Bradley@cao.hctx.net

**LAW OFFICE OF RICHARD
SCHECHTER, P.C.**

/s/ Richard Schechter
Richard Schechter
1 Greenway Plaza, Suite 740
Houston TX 77046-0102
Telephone: 713-623-8919
Facsimile: 713-622-1680
richard@rs-law.com

THE CICALA LAW FIRM PLLC

/s/ Joanne Cicala
Joanne Cicala
Joshua T. Wackerly
101 College Street
Dripping Springs, Texas 78620
Telephone: (512) 275-6550
Facsimile: (512) 858-1801
joanne@cicalapllc.com
josh@cicalapllc.com

BAKER • WOTRING LLP

/s/ Debra Tsuchiyama Baker

Debra Tsuchiyama Baker

Earnest W. Wotring

John Muir

David George

700 JPMorgan Chase Tower

600 Travis Street

Houston, Texas 77002

Telephone: (713) 980-1700

Facsimile: (713) 980-1701

dbaker@bakerwotring.com

ewotring@bakerwotring.com

jmuir@bakerwotring.com

dgeorge@bakerwotring.com

Attorneys for Plaintiff

WILLIAMS & CONNOLLY LLP

/s/ John E. Schmidlein

John E. Schmidlein

Sarah F. Kirkpatrick

725 Twelfth St., NW

Washington, DC 20005

Tel: (202) 434-5000

Fax: (202) 434-5329

jschmidlein@wc.com

Attorneys for the Endo/Par Defendants

CERTIFICATE OF SERVICE

I hereby certify that on July 6, 2020, the foregoing Joint Stipulation was served on all counsel of record via ECF. Pursuant to Local Rule 5.1.2(8)(b), I further certify that the foregoing document is available for viewing and downloading on ECF.

/s/ John E. Schmidlein

John E. Schmidlein